



THE NDLC LAW FIRM PLLC



NELSON DE LA CRUZ, ESQ.
ATTORNEY AT LAW

2825 Third Ave., Suite 301
Bronx, NY 10455

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Email: nelson@ndlclawpllc.com

January 30, 2019

United States District Court - Southern District of New York
Thurgood Marshall United States Courthouse
Attention: Hon. Kevin Nathaniel Fox, Magistrate Judge
40 Pearl Street, Court Room 228
New York, New York 10007

In Re: MAJOR ELEVATOR CORP. v. EZQUIRE ELEVATOR, LLC, JOEL SMITH and
ANTHONY GRAVES – CASE NO.: 1:17-cv- 03427 KNF

Dear Magistrate Fox:

The above referenced action was dismissed on consent of the parties without prejudice pursuant to a “Stipulation of Voluntary Dismissal” filed by the parties on March 9, 2018. *See Exhibit A, “Stipulation of Voluntary Dismissal”*.

Prior to its dismissal, the above referenced matter was commenced in New York State Supreme Court, County of New York, under the caption *Major Elevator Corp., v. Ezquire Elevator LLC et al., Index # 650745/2017* on February 10, 2017. On May 8, 2017, that action was removed to the United States District Court for the Southern District of New York by the Defendants’ preceding counsel Lehman LG LLC. *See Exhibit B, “Notice of Removal”*.

The case docket reveals that following removal to this Court, meaningful activity took place on the referenced case, including but not limited to the matter being referred to a magistrate judge, the Defendants’ filing of their Answer, and the parties consenting to the jurisdiction of a magistrate judge. Additionally, a conference was scheduled and held wherein a discovery schedule was outlined before the action was voluntarily dismissed. *See Exhibit C, Full Case Docket*.

It was the expectation of the Defendants that although the voluntary dismissal was without prejudice that this action would not be refiled at all and if it was in fact refiled, that the parties would stipulate to vacate the voluntary dismissal and consent to the matter being restored to this Court’s calendar. Much to the Defendants’ surprise, the Plaintiff refiled the same action as before, once again in the Supreme Court of New York, County of New York, but this time bearing the caption *Major Elevator Corp., v. Ezquire Elevator LLC et al., Index # 654049/2018. See Exhibit D, August 14, 2018 Summons and Complaint*”. Pursuant to affidavits



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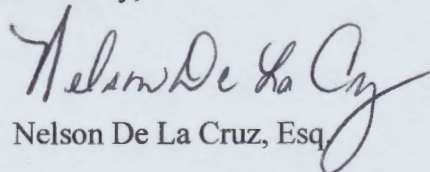
Tel. No.: 646.973.0812
Fax No.: 347.462.3108
Email: nelson@ndlclawpllc.com

of service shared with me by counsel for the Plaintiff, dated December 31, 2018, the Plaintiff's purport to have effected service of this new action via the nail and mail method of service at the Defendants' designated addresses in the State of Georgia. *See Exhibit E, December 31, 2018 Affidavits of Service.*

It is the Defendants' position that if the issues in controversy between these parties are to be litigated at all, that they must be litigated before this Court. I have made several unsuccessful attempts, orally and in writing to ask Plaintiff's counsel to outright dismiss Plaintiff's claims, to stipulate to the dismissal of the action pending in the Supreme Court of the State of New York, County of New York, and to vacate the voluntary dismissal in 1:17-cv- 03427 KNF and restore the same to the calendar. *See Exhibit F, Emails Between Plaintiff's and Defendants' Counsel from June 14, 2018 to Present.*

I thus herein submit the attached Notice of Appearance, *Exhibit G*, and respectfully request that the Court accept this letter, pursuant Local Rule 7.1 (d), in lieu of a more formal motion and issue an Order vacating the voluntary dismissal entered by the parties on March 9, 2018, in connection with 1:17-cv- 03427 KNF, restore said matter to this Court's calendar, order the dismissal of *Major Elevator Corp., v. Ezquire Elevator LLC et al., Index # 654049/2018* now pending in the Supreme Court of the State of New York, County of New York, and direct counsel for the Plaintiff to pay Defendants' reasonable legal fees associated with their failure to consent to the litigation of this matter before this Court in light of the prior procedural history of the case.

Sincerely,


Nelson De La Cruz, Esq.

Cc: Mr. Anthony Graves
Mr. Joel Smith
Mr. Joseph Maira, Esq.
Ms. Stephanie Emanuel, Esq.
Mr. T. Austin Brown, Esq.

EXHIBIT A

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

MAJOR ELEVATOR CORP,

Plaintiff,

--against--

EZQUIRE ELEVATOR, LLC, JOEL SMITH,
and ANTHONY GRAVES,

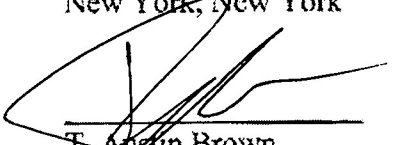
Defendants.

17 Civ. 3427

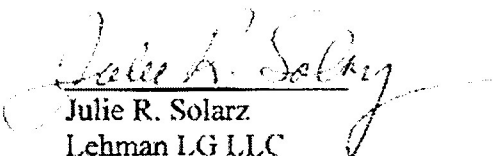
NOTICE OF STIPULATED DISMISSAL WITHOUT PREJUDICE

Pursuant to F.R.C.P. 41(a)(1)(A)(ii) of the Federal Rules of Civil Procedure, all parties who have appeared hereby stipulate and give notice that the above-captioned action is voluntarily dismissed without prejudice.

Dated: March 3, 2018
New York, New York


T. Austin Brown
The Austin Brown Law Firm
349 5th Avenue #720
New York, NY, 10016
(917) 716-6537
austin@austinbrownlaw.com

Attorney for Plaintiff
Major Elevator Corp.


Julie R. Solarz
Lehman LG LLC
244 5th Ave., Suite B258
New York, NY 10001
(724) 453-4626
Julie.Solarz@lehmanlawgroup.com

Attorney for Defendants
Ezquire Elevator, LLC, Joel Smith,
and Anthony Graves

EXHIBIT B

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

<hr/>		:	17 Civ. 3427
MAJOR ELEVATOR CORP,		:	
		:	
	Plaintiff,	:	NOTICE OF REMOVAL
		:	
--against--		:	
		:	
EZQUIRE ELEVATOR, LLC, JOEL SMITH,		:	
and ANTHONY GRAVES,		:	
	Defendants.	:	
<hr/>		:	

PLEASE TAKE NOTICE that defendants Ezquire Elevator, LLC, Joel Smith, and Anthony Graves, by and through its attorneys, hereby remove this action, pursuant to 28 U.S.C. §§ 1332(a), 1441 and 1446, from the Supreme Court of the State of New York, New York County, to the United States District Court for the Southern District of New York.

In support of this Notice of Removal, Defendants state the following:

1. On February 10, 2017, plaintiff commenced an action in the Supreme Court of the State of New York, New York County, captioned *Major Elevator Corp. v. Ezquire Elevator, LLC et al.* (Index No. 650745/2017). Plaintiff subsequently filed an affidavit of service in court that states the complaint was served by first class mail on April 14, 2017.
2. A true and correct copy of the Summons, Complaint, which constitutes all pleadings in this action, and the Affidavit of Service is attached as Exhibit 1.
3. On May 6, 2017, Julie R. Solarz, Esq. filed a Notice of Appearance and a demand that the complaint and all notice and other papers in this action be served at Lehman LG LLC, 244 Fifth Avenue, Suite B258, New York, NY 10001.

4. Defendants believe that plaintiff's claims are without merit.

5. Defendants have not made any filings in the state court action.

6. This Notice of Removal is being filed in the United States District Court for the Southern District of New York, the district in which the case is pending.

7. This Notice of Removal is being filed within thirty days of defendants' alleged receipt of service of the Summons and Complaint, as required by 28 U.S.C. § 1446(b).

8. This Court has original jurisdiction over this action under 28 U.S.C. § 1332(a)(1), because this is an action between citizens of different States, and the amount in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs.

DIVERSITY OF CITIZENSHIP

9. Plaintiff, Major Elevator Corp., is a domestic corporation, formed according to the Business Corporation Law of the State of New York, domiciled at 79 Chambers Street, New York, NY 10007.

10. Defendant Ezquire Elevator, LLC, is The Defendant, EZQUIRE ELEVATOR, LLC, is a foreign Limited Liability Company, formed according to the Limited Liability Company Act of the State of Georgia, with its principal place of business located in Loganville, Georgia.

11. Joel Smith ("Smith") and Anthony Graves ("Graves") are individuals. When the Summons was filed, Smith and Graves were, and still are, residents of the State of Georgia.

12. Because Plaintiff is a New York citizen and defendants are citizens of the State of Georgia, the parties are completely diverse pursuant to 28 U.S.C. § 1332(a).

AMOUNT IN CONTROVERSY

13. Diversity jurisdiction under 28 U.S.C. § 1332 also requires that the amount in controversy, exclusive of interest and costs, be in excess of \$75,000.

14. Plaintiff has demanded judgment in the amount of demands judgment in the amount of \$360,000.00 plus the costs and disbursements of this action as a remedy for its alleged breach of contract and fraud claims.

CONCLUSION

15. Complete diversity exists between plaintiff, a citizen of New York, and defendants, citizens of Georgia, and the amount in controversy exceeds \$75,000. Accordingly, this Court has original jurisdiction over this action under 28 U.S.C. § 1332(a).

16. Defendants will provide plaintiff with prompt written notice of the filing of this Notice of Removal as required by 28 U.S.C. § 1446(d) and will file a copy of this Notice of Removal with the Clerk of the Supreme Court of the State of New York, New York County, where the Complaint was originally filed.

WHEREFORE, Defendants requests that this action be removed from the Supreme Court of the State of New York, New York County, to the United States District Court for the Southern District of New York.

Dated: May 8, 2017
New York, New York

Respectfully submitted,

/s/ Julie R. Solarz

Julie R. Solarz
Lehman LG LLC
244 5th Ave., Suite B258
New York, New York 10001
(724) 453-4626
Julie.Solarz@lehmanlawgroup.com

*Attorney for Defendants
Ezquire Elevator, LLC, Joel Smith,
and Anthony Graves*

TO:

T. Austin Brown, Esq.
349 5th Avenue
New York, NY 10016
(917) 716-6537
austin@austinbrownlaw.com

Attorney for Plaintiff

Exhibit 1

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

Major Elevator, Corp.

Index No.

Plaintiff(s),

Summons*-against-*

Ezquire Elevator, LLC, Joel Smith, and Anthony Graves

Date Index No. Purchased:

Defendant(s).

To the above named Defendant(s)

Ezquire Elevator, LLC, Joel Smith, and Anthony Graves
2935 Rosebud Road, Suite 1204
Loganville, GA 30052

You are hereby summoned to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiff's attorney within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

The basis of venue is Contractual Stipulation ,
which is "...does hereby agree that the exclusive venue for any disputes between the parties shall be in the Borough of Manhattan..."

Dated: February 9, 2017

The Austin Brown Law Firm

by 

T. Austin Brown, Esq.

Attorneys for PlaintiffThe Austin Brown Law Firm
349 5th Avenue, Ste 720
New York, NY 10016
917-716-6537
austin@austinbrownlaw.com

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

MAJOR ELEVATOR CORP,

Plaintiff,

—against—

EZQUIRE ELEVATOR, LLC, JOEL SMITH,
and ANTHONY GRAVES,

Defendants.

Index No.

COMPLAINT

PLAINTIFF, by their attorneys, The Austin Brown Law Firm, allege as follows:

1. The Plaintiff, MAJOR ELEVATOR CORP, is a domestic corporation, formed according to the Business Corporation Law of the State of New York, domiciled at 79 Chambers Street, New York, NY 10007.
2. The Defendant, EZQUIRE ELEVATOR, LLC, is a foreign Limited Liability Company, formed according to the Limited Liability Company Act of the State of Georgia, and domiciled at 2935 Rosebud Road, Suite 1204 Loganville, GA 30052. Upon information and belief, the defendant is not registered to do business in New York.
3. The Defendants, Joel Smith and Anthony Graves, are the owners of Defendant Ezquire Elevator, LLC, whose primary place of business is 2935 Rosebud Road, Suite 1204, Loganville, GA 30052.

AS AND FOR A FIRST CAUSE OF ACTION FOR BREACH OF CONTRACT

4. On or about March 2016, Plaintiff and Defendants entered two contracts for the Defendants to provide the labor to install elevators in two buildings in Manhattan, 552 West 29th Street, and 1711 1st Avenue, for a total of \$310,000.00 to be paid out on a weekly basis. Plaintiff provided the materials used by the Defendants.
5. In all, Plaintiffs paid Defendants \$316,237.63, by checks, which were all cashed by the Defendants.

6. Despite being paid, Defendants did not install operational elevators, and, in fact, had long abandoned the project, leaving most essential parts uninstalled, while still cashing the checks sent by Plaintiff.

AS AND FOR A SECOND CAUSE OF ACTION FOR FRAUD

7. In addition to the Defendants' failure to perform the installation of the elevators, the Defendants misrepresented their workers' compensation insurance coverage, providing a certificate showing a policy covering from 11/1/2015 to 11/1/2016. In fact, Defendants were not covered for the period from March to October of 2016.
8. Relying on the Defendants' misrepresentation, the Plaintiff agreed to hire the Defendants to perform the work.
9. As a result of the Defendants' misrepresentations, Plaintiff is liable for a \$50,000.00 premium increase in Plaintiff's worker's compensation coverage due to hiring uninsured subcontractors.

WHEREFORE, Plaintiff respectfully demands judgment in the amount of \$360,000.00 plus the costs and disbursements of this action.

Dated: New York, New York

February 9, 2017



T. Austin Brown, Esq.
Attorney for the Plaintiff
349 5th Avenue
New York, NY 10016
917-716-6537

JPREME COURT OF THE STATE OF NEW YORK

Attorney: JOSEPH B MAIRA - 356

JUNTY OF NEW YORK

MAJOR ELEVATOR CORP.

Index # 650745/2017

- against -

Plaintiff(s)

Date Filed:

EQUIRE ELEVATOR, LLC ETAL

Defendant(s)

AFFIDAVIT OF SERVICE

STATE OF

COUNTY OF

ss:

EUGENE R. YOUNG BEING DULY SWORN DEPOSES AND SAYS DEPONENT IS NOT A PARTY TO THIS ACTION, OVER THE AGE OF EIGHTEEN YEARS AND RESIDES AT 1636 Village Pl. Ct. ON 4-13-2017 AT 7 AM PM

2935 Rockdale Suite 1204 Loganville, Georgia 30052

DEPONENT SERVED THE WITHIN SUMMONS & COMPLAINT & WAIVER OF SERVICE & NOTICE OF COMMENCEMENT OF ACTION SUBJECT TO MANDATORY ELECTRONIC FILING

VS: ANTHONY GRAVES, THE DEFENDANT/RESPONDENT THEREIN NAMED.

INDIVIDUAL

By delivering a true copy of each to said defendant/respondent personally; deponent knew the person so served to be the person described as the defendant/respondent therein.

CORPORATION

A corporation, delivering thereat a true copy of each to personally. deponent knew said corporation so serviced to be the corporation, described in same as said defendant/respondent and knew said individual to be thereof.

SUITABLE
GE PERSON

By delivering a true copy of each to a person of suitable age and discretion. Said premises is the defendant's/respondent's [] actual place of business [] dwelling house / usual place of abode within the state.

AFFIXING
TO DOOR

By affixing a true copy of each to the door of said premises, which is the defendant's/respondent's [] actual place of business [X] dwelling house / usual place of abode within the state.

MAILING
COPY

On 4-14-2017, deponent completed service under the last two sections by depositing a copy of the SUMMONS & COMPLAINT & WAIVER OF SERVICE & NOTICE OF COMMENCEMENT OF ACTION SUBJECT TO MANDATORY ELECTRONIC FILING to the above address in a First Class postpaid properly addressed envelope marked "Personal and Confidential" in an official depository under the exclusive care and custody of the United States Post Office in the State of GA

Deponent was unable, with due diligence to find the defendant/respondent or a person of suitable age and discretion, having called thereat

on the 24th day of March 2017 at 3pm
on the 25th day of " " at 9am
on the 4th day of April " at 8pm
on the 13th day of April " at 7pm

NON-SERVICE

After due search, careful inquiry and diligent attempts, I have been unable to effect process upon the defendant/respondent being served because of the following: [] party unknown at address [] Evading [] Moved left no forwarding [] Address does not exist [] No one ever in or available to accept service

DESCRIPTION

A description of the defendant/respondent, or other person served, or spoken to on behalf of the defendant/respondent is as follows:

scription is required
1, #2 or #3 above is
lected

Sex	Skin Color	Hair Color	Age (Approx.)	Height (Approx.)	Weight (Approx.)

Other:

WIT. FEES

\$ the authorizing traveling expenses and one day's witness fee was paid (tendered) to the witness/recipient.

MILITARY
SERVICE

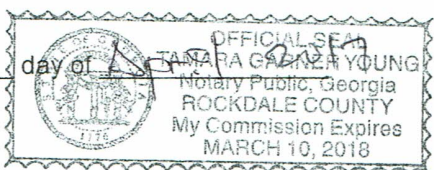
Deponent asked person spoken to whether the defendant/respondent was in the military service of the United States Government or on active duty in the military service in the State of and was informed the defendant/respondent was not.



sworn to before me on this

14th

day of



Server signature:

Docket #:

1020707

The JS-44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for use of the Clerk of Court for the purpose of initiating the civil docket sheet.

PLAINTIFFS

DEFENDANTS

ATTORNEYS (FIRM NAME, ADDRESS, AND TELEPHONE NUMBER)

ATTORNEYS (IF KNOWN)

CAUSE OF ACTION (CITE THE U.S. CIVIL STATUTE UNDER WHICH YOU ARE FILING AND WRITE A BRIEF STATEMENT OF CAUSE)
(DO NOT CITE JURISDICTIONAL STATUTES UNLESS DIVERSITY)

Has this action, case, or proceeding, or one essentially the same been previously filed in SDNY at any time? No ☐ Yes ☐ Judge Previously Assigned

If yes, was this case Vol. ☐ Invol. ☐ Dismissed. No ☐ Yes ☐ If yes, give date _____ & Case No. _____

IS THIS AN INTERNATIONAL ARBITRATION CASE?

No ☐

Yes ☐

(PLACE AN [x] IN ONE BOX ONLY)

NATURE OF SUIT

TORTS

CONTRACT

- [] 110 INSURANCE
[] 120 MARINE
[] 130 MILLER ACT
[] 140 NEGOTIABLE INSTRUMENT
[] 150 RECOVERY OF OVERPAYMENT & ENFORCEMENT OF JUDGMENT
[] 151 MEDICARE ACT
[] 152 RECOVERY OF DEFAULTED STUDENT LOANS (EXCL VETERANS)
[] 153 RECOVERY OF OVERPAYMENT OF VETERAN'S BENEFITS
[] 160 STOCKHOLDERS SUITS
[] 190 OTHER CONTRACT
[] 195 CONTRACT PRODUCT LIABILITY
[] 196 FRANCHISE

REAL PROPERTY

- [] 210 LAND CONDEMNATION
[] 220 FORECLOSURE
[] 230 RENT LEASE & EJECTMENT
[] 240 TORTS TO LAND
[] 245 TORT PRODUCT LIABILITY
[] 290 ALL OTHER REAL PROPERTY

PERSONAL INJURY

- [] 310 AIRPLANE
[] 315 AIRPLANE PRODUCT LIABILITY
[] 320 ASSAULT, LIBEL & SLANDER
[] 330 FEDERAL EMPLOYERS' LIABILITY
[] 340 MARINE
[] 345 MARINE PRODUCT LIABILITY
[] 350 MOTOR VEHICLE
[] 355 MOTOR VEHICLE PRODUCT LIABILITY
[] 360 OTHER PERSONAL INJURY
[] 362 PERSONAL INJURY - MED MALPRACTICE

ACTIONS UNDER STATUTES

CIVIL RIGHTS

- [] 440 OTHER CIVIL RIGHTS (Non-Prisoner)
[] 441 VOTING
[] 442 EMPLOYMENT
[] 443 HOUSING/
[] 445 AMERICANS WITH DISABILITIES - EMPLOYMENT
[] 446 AMERICANS WITH DISABILITIES - OTHER
[] 448 EDUCATION

PERSONAL INJURY

- [] 367 HEALTHCARE/ PHARMACEUTICAL PERSONAL INJURY/PRODUCT LIABILITY
[] 365 PERSONAL INJURY PRODUCT LIABILITY
[] 368 ASBESTOS PERSONAL INJURY PRODUCT LIABILITY

PERSONAL PROPERTY

- [] 370 OTHER FRAUD
[] 371 TRUTH IN LENDING

LABOR

- [] 380 OTHER PERSONAL PROPERTY DAMAGE
[] 385 PROPERTY DAMAGE PRODUCT LIABILITY

PRISONER PETITIONS

- [] 463 ALIEN DETAINEE
[] 510 MOTIONS TO VACATE SENTENCE
[] 530 HABEAS CORPUS
[] 535 DEATH PENALTY
[] 540 MANDAMUS & OTHER

PRISONER CIVIL RIGHTS

- [] 550 CIVIL RIGHTS
[] 555 PRISON CONDITION
[] 560 CIVIL DETAINEE CONDITIONS OF CONFINEMENT

FORFEITURE/PENALTY

- [] 625 DRUG RELATED SEIZURE OF PROPERTY
21 USC 881
[] 690 OTHER

LABOR

- [] 710 FAIR LABOR STANDARDS ACT
[] 720 LABOR/MGMT RELATIONS
[] 740 RAILWAY LABOR ACT
[] 751 FAMILY MEDICAL LEAVE ACT (FMLA)
[] 790 OTHER LABOR LITIGATION
[] 791 EMPL RET INC SECURITY ACT (ERISA)

IMMIGRATION

- [] 462 NATURALIZATION APPLICATION
[] 465 OTHER IMMIGRATION ACTIONS

ACTIONS UNDER STATUTES

BANKRUPTCY

- [] 422 APPEAL
28 USC 158
[] 423 WITHDRAWAL
28 USC 157

PROPERTY RIGHTS

- [] 820 COPYRIGHTS
[] 830 PATENT
[] 840 TRADEMARK

SOCIAL SECURITY

- [] 861 HIA (1395ff)
[] 862 BLACK LUNG (923)
[] 863 DIWC/DIWW (405(g))
[] 864 SSID TITLE XVI
[] 865 RSI (405(g))

FEDERAL TAX SUITS

- [] 870 TAXES (U.S. Plaintiff or Defendant)
[] 871 IRS-THIRD PARTY
26 USC 7609

OTHER STATUTES

- [] 375 FALSE CLAIMS
[] 376 QUI TAM
[] 400 STATE REAPPORTIONMENT
[] 410 ANTITRUST
[] 430 BANKS & BANKING
[] 450 COMMERCE
[] 460 DEPORTATION
[] 470 RACKETEER INFLUENCED & CORRUPT ORGANIZATION ACT (RICO)
[] 480 CONSUMER CREDIT
[] 490 CABLE/SATELLITE TV
[] 850 SECURITIES/ COMMODITIES/ EXCHANGE
[] 890 OTHER STATUTORY ACTIONS
[] 891 AGRICULTURAL ACTS
[] 893 ENVIRONMENTAL MATTERS
[] 895 FREEDOM OF INFORMATION ACT
[] 896 ARBITRATION
[] 899 ADMINISTRATIVE PROCEDURE ACT/REVIEW OR APPEAL OF AGENCY DECISION
[] 950 CONSTITUTIONALITY OF STATE STATUTES

Check if demanded in complaint:

☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DO YOU CLAIM THIS CASE IS RELATED TO A CIVIL CASE NOW PENDING IN S.D.N.Y. AS DEFINED BY LOCAL RULE FOR DIVISION OF BUSINESS 13? IF SO, STATE:

DEMAND \$ _____ OTHER _____ JUDGE _____ DOCKET NUMBER _____

Check YES only if demanded in complaint

JURY DEMAND: ☐ YES ☐ NO

NOTE: You must also submit at the time of filing the Statement of Relatedness form (Form IH-32).

(PLACE AN *x* IN ONE BOX ONLY)**ORIGIN**

- ☐ 1 Original Proceeding
 ☐ 2 Removed from State Court
 ☐ 3 Remanded from Appellate Court
 ☐ 4 Reinstated or Reopened
 ☐ 5 Transferred from (Specify District)
 ☐ 6 Multidistrict Litigation (Transferred)
 ☐ 7 Appeal to District Judge from Magistrate Judge
 ☐ 8 Multidistrict Litigation (Direct File)
- ☐ a. all parties represented
 ☐ b. At least one party is pro se.

(PLACE AN *x* IN ONE BOX ONLY)**BASIS OF JURISDICTION****IF DIVERSITY, INDICATE CITIZENSHIP BELOW.**

- ☐ 1 U.S. PLAINTIFF
 ☐ 2 U.S. DEFENDANT
 ☐ 3 FEDERAL QUESTION
 ☐ 4 DIVERSITY
- (U.S. NOT A PARTY)

CITIZENSHIP OF PRINCIPAL PARTIES (FOR DIVERSITY CASES ONLY)

(Place an [X] in one box for Plaintiff and one box for Defendant)

	PTF	DEF		PTF	DEF		PTF	DEF
CITIZEN OF THIS STATE	[] 1	[] 1	CITIZEN OR SUBJECT OF A FOREIGN COUNTRY	[] 3	[] 3	INCORPORATED and PRINCIPAL PLACE OF BUSINESS IN ANOTHER STATE	[] 5	[] 5
CITIZEN OF ANOTHER STATE	[] 2	[] 2	INCORPORATED or PRINCIPAL PLACE OF BUSINESS IN THIS STATE	[] 4	[] 4	FOREIGN NATION	[] 6	[] 6

PLAINTIFF(S) ADDRESS(ES) AND COUNTY(IES)

DEFENDANT(S) ADDRESS(ES) AND COUNTY(IES)

DEFENDANT(S) ADDRESS UNKNOWN

REPRESENTATION IS HEREBY MADE THAT, AT THIS TIME, I HAVE BEEN UNABLE, WITH REASONABLE DILIGENCE, TO ASCERTAIN THE RESIDENCE ADDRESSES OF THE FOLLOWING DEFENDANTS:

COURTHOUSE ASSIGNMENT

I hereby certify that this case should be assigned to the courthouse indicated below pursuant to Local Rule for Division of Business 18, 20 or 21. DO NOT check either box if this is a PRISONER PETITION/PRISONER CIVIL RIGHTS COMPLAINT.

Check one: THIS ACTION SHOULD BE ASSIGNED TO: ☐ WHITE PLAINS ☐ MANHATTAN

DATE _____ SIGNATURE OF ATTORNEY OF RECORD _____ ADMITTED TO PRACTICE IN THIS DISTRICT
 [] NO
 [] YES (DATE ADMITTED Mo. _____ Yr. _____)
 RECEIPT # _____ Attorney Bar Code # _____

Magistrate Judge is to be designated by the Clerk of the Court.

Magistrate Judge _____ is so Designated.

Ruby J. Krajick, Clerk of Court by _____ Deputy Clerk, DATED _____.

UNITED STATES DISTRICT COURT (NEW YORK SOUTHERN)

EXHIBIT C

[Query](#)

[Reports](#)

[Utilities](#)

[Help](#)

[Log Out](#)

CLOSED,ECF,MAGCONSENT

U.S. District Court
Southern District of New York (Foley Square)
CIVIL DOCKET FOR CASE #: 1:17-cv-03427-KNF

Major Elevator Corp v. ezquire elevator, LLC et al
Assigned to: Magistrate Judge Kevin Nathaniel Fox
Demand: \$360,000
Case in other court: Supreme Court of the State of New
York, NY County, 650745-17
Cause: 28:1332bc Diversity-Breach of Contract

Date Filed: 05/08/2017
Date Terminated: 03/09/2018
Jury Demand: Defendant
Nature of Suit: 190 Contract: Other
Jurisdiction: Diversity

Plaintiff

Major Elevator Corp

represented by **Thomas Austin Brown**
The Austin Brown Law Firm
349 5th Avenue
New York, NY 10016
(917)-716-6537
Email: austin@austinbrownlaw.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

V.

Defendant

Ezquire Elevator, LLC

represented by **Julie Rosenblum Solarz**
Julie Rosenblum Solarz
51 Rock Ridge Drive
Rye Brook, NY 10573
(914)-462-1911
Email:
julie.solarz@lehmanlawgroup.com
ATTORNEY TO BE NOTICED

Defendant

Joel Smith

represented by **Julie Rosenblum Solarz**
(See above for address)
ATTORNEY TO BE NOTICED

Defendant

Anthony Graves

represented by **Julie Rosenblum Solarz**
(See above for address)
ATTORNEY TO BE NOTICED

Date Filed	#	Docket Text
05/08/2017	<u>1</u>	NOTICE OF REMOVAL from Supreme Court, County of New York. Case Number: 650745/2017. (Filing Fee \$ 400.00, Receipt Number 0208-13638178). Document filed by Anthony Graves, joel smith, ezquire elevator, LLC. (Attachments: # <u>1</u> Exhibit, # <u>2</u> Civil Cover Sheet)(Solarz, Julie) (Entered: 05/08/2017)
05/08/2017	<u>2</u>	CIVIL COVER SHEET filed. (Solarz, Julie) (Entered: 05/08/2017)
05/08/2017	<u>3</u>	RULE 7.1 CORPORATE DISCLOSURE STATEMENT. No Corporate Parent. Document filed by ezquire elevator, LLC.(Solarz, Julie) (Entered: 05/08/2017)
05/09/2017		CASE OPENING INITIAL ASSIGNMENT NOTICE: The above-entitled action is assigned to Judge Andrew L. Carter, Jr. Please download and review the Individual Practices of the assigned District Judge, located at http://nysd.uscourts.gov/judges/District . Attorneys are responsible for providing courtesy copies to judges where their Individual Practices require such. Please download and review the ECF Rules and Instructions, located at http://nysd.uscourts.gov/ecf_filing.php . (kl) (Entered: 05/09/2017)
05/09/2017		Magistrate Judge Kevin Nathaniel Fox is so designated. Pursuant to 28 U.S.C. Section 636(c) and Fed. R. Civ. P. 73(b)(1) parties are notified that they may consent to proceed before a United States Magistrate Judge. Parties who wish to consent may access the necessary form at the following link: http://nysd.uscourts.gov/forms.php . (kl) (Entered: 05/09/2017)
05/09/2017		Case Designated ECF. (kl) (Entered: 05/09/2017)
06/26/2017	<u>4</u>	FILING ERROR - WRONG PDF FILE ASSOCIATED WITH DOCKET ENTRY - REQUEST TO ENTER DEFAULT against Ezquire Elevator, LLC, Anthony Graves, Joel Smith . Document filed by Major Elevator Corp. (Attachments: # <u>1</u> Affidavit Affirmation in support, # <u>2</u> Text of Proposed Order Clerk's Certificate, # <u>3</u> Exhibit Contract 1, # <u>4</u> Exhibit Contract 2, # <u>5</u> Exhibit Invalid insurance certificate, # <u>6</u> Exhibit Worker's comp audit, # <u>7</u> Exhibit Cancelled Checks 1, # <u>8</u> Exhibit Cancelled Checks 2, # <u>9</u> Exhibit Cancelled Checks 3, # <u>10</u> Exhibit Photos of incomplete work)(Brown, Thomas) Modified on 6/30/2017 (dt). (Entered: 06/26/2017)
06/29/2017	<u>5</u>	NOTICE OF APPEARANCE by Thomas Austin Brown on behalf of Major Elevator Corp. (Brown, Thomas) (Entered: 06/29/2017)
06/29/2017	<u>6</u>	FIRST RULE 7.1 CORPORATE DISCLOSURE STATEMENT. No Corporate Parent. Document filed by Major Elevator Corp.(Brown, Thomas) (Entered: 06/29/2017)
06/30/2017		***NOTICE TO ATTORNEY TO RE-FILE DOCUMENT - PDF ERROR. Notice to Attorney Thomas Brown to RE-FILE Document <u>4</u> Request to Enter Default. You must File a Request to enter default, along with the Clerk's Certificate of Default as an attachment, using the Clerk's Certificate of Default that is on our website, not you own, then file the

		affidavit in support of the default under other answers, affidavit in support of a non-motion. That is the only documents that is required for the Clerk's Certificate of Default. If you have any question feel free to call Orders & Judgments at (212) 805-0143. (dt) (Entered: 06/30/2017)
07/24/2017	<u>7</u>	ANSWER to Complaint with JURY DEMAND. Document filed by Ezquire Elevator, LLC, Anthony Graves, Joel Smith.(Solarz, Julie) (Entered: 07/24/2017)
08/02/2017	<u>8</u>	ORDER REFERRING CASE TO MAGISTRATE JUDGE. Order that case be referred to the Clerk of Court for assignment to a Magistrate Judge for General Pretrial (includes scheduling, discovery, non-dispositive pretrial motions, and settlement). Referred to Magistrate Judge Kevin Nathaniel Fox. (Signed by Judge Andrew L. Carter, Jr on 8/2/2017) (mro) (Entered: 08/02/2017)
09/01/2017	<u>9</u>	ORDER: Initial Conference set for 10/10/2017 at 02:00 PM in Courtroom 228, 40 Centre Street, New York, NY 10007 before Magistrate Judge Kevin Nathaniel Fox. At least five (5) days before the conference, the parties must meet or confer by telephone to discuss the matters specified in Fed. R. Civ. P. 26(f) and must complete the attached questionnaire. (Signed by Magistrate Judge Kevin Nathaniel Fox on 9/1/2017) (mml) (Entered: 09/01/2017)
10/06/2017	<u>10</u>	INITIAL REPORT OF PARTIES BEFORE PRETRIAL CONFERENCE. Document filed by Ezquire Elevator, LLC, Anthony Graves, Joel Smith.(Solarz, Julie) (Entered: 10/06/2017)
10/10/2017	<u>11</u>	ENDORSED LETTER addressed to Magistrate Judge Kevin Nathaniel Fox from Julie Solarz dated 10/10/2017 re: The parties respectfully request that the conference specified in this letter be adjourned until after November 1, 2017. ENDORSEMENT: Application granted. The conference will be held on November 7, 2017, at 2:00 p.m. So ordered. (Initial Conference set for 11/7/2017 at 02:00 PM before Magistrate Judge Kevin Nathaniel Fox.) (Signed by Magistrate Judge Kevin Nathaniel Fox on 10/10/2017) (rjm) (Entered: 10/10/2017)
11/07/2017	<u>12</u>	ORDER: A conference was held with counsel to the respective parties on November 7, 2017. As a result of the discussion had during the conference, IT IS HEREBY ORDERED that: 1. all discovery, of whatever nature, be initiated so as to be completed on or before February 28, 2018; 2. a telephonic status conference will be held with the parties on January 18, 2018, at 10:00 a.m. Counsel to the plaintiff shall initiate the telephonic conference on that date; 3. any dispositive motion practice must ensue in accordance with the applicable provision of the Individual Rules of Practice of the assigned district judge; and 4. if no dispositive motion is made, the parties shall submit their joint pretrial order to the court on or before March 30, 2018. That document must conform to the requirements for such an order that are found in the Individual Rules of Practice of the assigned district judge. (Discovery due by 2/28/2018., Pretrial Order due by 3/30/2018., Telephone Conference set for 1/18/2018 at 10:00 AM before Magistrate Judge Kevin Nathaniel Fox.) (Signed by Magistrate Judge Kevin Nathaniel Fox on 11/7/2017) (mro) (Entered: 11/08/2017)
11/08/2017		

		Minute Entry for proceedings held before Magistrate Judge Kevin Nathaniel Fox: An Initial Pretrial Conference was held on 11/8/2017. (Midwood, Laura) (Entered: 11/08/2017)
11/13/2017	13	CONSENT TO JURISDICTION BY A US MAGISTRATE JUDGE by Ezquire Elevator, LLC, Anthony Graves, Major Elevator Corp, Joel Smith. (Case No Longer Referred to Magistrate Judge) CASE ASSIGNED to Magistrate Judge Kevin Nathaniel Fox. (Signed by Judge Andrew L. Carter, Jr on 11/13/2017) (anc) (Entered: 11/13/2017)
01/18/2018	14	ORDER: By order dated November 7, 2017, the Court scheduled a telephonic status conference in the above-referenced action in which counsel to the parties failed to participate. Consequently, counsel are directed to appear at a status conference on January 25, 2018, at 11:00 a.m., in courtroom 228, 40 Centre Street, New York, New York. Counsel are reminded that failure to comply with a court order may result in sanctions, including dismissal of the case. (Status Conference set for 1/25/2018 at 11:00 AM in Courtroom 228, 40 Centre Street, New York, NY 10007 before Magistrate Judge Kevin Nathaniel Fox.) (Signed by Magistrate Judge Kevin Nathaniel Fox on 1/18/2018) (js) (Entered: 01/19/2018)
01/19/2018	15	LETTER MOTION to Adjourn Conference addressed to Magistrate Judge Kevin Nathaniel Fox from Julie Solarz dated January 19, 2018. Document filed by Ezquire Elevator, LLC, Anthony Graves, Joel Smith.(Solarz, Julie) (Entered: 01/19/2018)
01/19/2018	16	ORDER granting 15 Letter Motion to Adjourn Conference. The Court is not available to hold a conference on the dates proposed by the defendants. Therefore, the status conference will be held on February 8, 2018, at 02:00 p.m. in Courtroom 228, 40 Centre Street, New York, NY 10007. (HEREBY ORDERED by Magistrate Judge Kevin Nathaniel Fox)(Text Only Order) (Fox, Kevin Nathaniel) (Entered: 01/19/2018)
02/08/2018		Minute Entry for proceedings held before Magistrate Judge Kevin Nathaniel Fox: A Status Conference was held on 2/8/2018. (Midwood, Laura) (Entered: 02/15/2018)
03/01/2018	17	FILING ERROR - DEFICIENT DOCKET ENTRY - SIGNATURE ERROR - STIPULATION OF VOLUNTARY DISMISSAL It is hereby stipulated and agreed by and between the parties and/or their respective counsel (s) that the above-captioned action is voluntarily dismissed, without prejudice against the defendant(s) All Parties and without costs to either party pursuant to Rule 41(a)(1)(A)(ii) of the Federal Rules of Civil Procedure. Document filed by Major Elevator Corp.(Brown, Thomas) Modified on 3/2/2018 (km). (Entered: 03/01/2018)
03/02/2018		***NOTICE TO ATTORNEY TO RE-FILE DOCUMENT - PDF ERROR. Notice to Attorney Thomas Brown to RE-FILE Document 17 Stipulation of Voluntary Dismissal with handwritten signatures of the attorneys. (km) (Entered: 03/02/2018)
03/02/2018	18	

		FILING ERROR - DEFICIENT DOCKET ENTRY - SIGNATURE ERROR - STIPULATION OF VOLUNTARY DISMISSAL It is hereby stipulated and agreed by and between the parties and/or their respective counsel (s) that the above-captioned action is voluntarily dismissed, without prejudice against the defendant(s) All Plaintiffs and without costs to either party pursuant to Rule 41(a)(1)(A)(ii) of the Federal Rules of Civil Procedure. Document filed by Major Elevator Corp.(Brown, Thomas) Modified on 3/5/2018 (km). (Entered: 03/02/2018)
03/05/2018		***NOTICE TO ATTORNEY TO RE-FILE DOCUMENT - SIGNATURE ERROR. Notice to Attorney Thomas Brown to RE-FILE Document <u>18</u> Stipulation of Voluntary Dismissal with handwritten signatures of the attorneys. (km) (Entered: 03/05/2018)
03/09/2018	<u>19</u>	STIPULATION OF VOLUNTARY DISMISSAL It is hereby stipulated and agreed by and between the parties and/or their respective counsel(s) that the above-captioned action is voluntarily dismissed, without prejudice against the defendant(s) All Parties and without costs to either party pursuant to Rule 41(a)(1)(A)(ii) of the Federal Rules of Civil Procedure. Document filed by Major Elevator Corp.(Brown, Thomas) (Entered: 03/09/2018)

PACER Service Center			
Transaction Receipt			
01/30/2019 11:31:21			
PACER Login:	ND1629	Client Code:	EZQUIRELEV
Description:	Docket Report	Search Criteria:	1:17-cv-03427-KNF
Billable Pages:	4	Cost:	0.40

EXHIBIT D

FILED: NEW YORK COUNTY CLERK 08/14/2018 04:45 PM

INDEX NO. 654049/2018

NYSCEF DOC. NO. 1

RECEIVED NYSCEF: 08/14/2018

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----X Index No.: _____

MAJOR ELEVATOR CORP.,

Plaintiff,

-against-

EZQUIRE ELEVATOR, LLC, JOEL SMITH
and ANTHONY GRAVES,

Defendants.

-----X

SUMMONS

Plaintiff designate

New York County as the

Place of Trial

The basis of venue is Contract

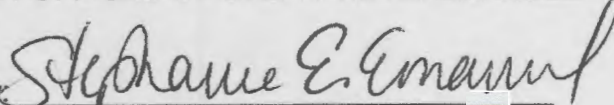
Forum Provision

To the above named Defendants:

You are hereby summoned to answer the complaint in this action, and to serve a copy of your answer, or, if the Complaint is not served with this summons, to serve a Notice of Appearance on the Plaintiff's attorney(s) within 20 days after the service of this summons, exclusive of the day of service, where service is made by delivery upon you personally within the state, or, within 30 days after completion of service where service is made in any other manner. In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: Brooklyn, New York
August 14, 2018

LAW OFFICES OF STEPHANIE E. EMANUEL

By: 

Stephanie E. Emanuel, Esq.

Attorney for Plaintiff

MAJOR ELEVATOR CORP.

427 Senator Street, #3

Brooklyn, New York 11220

T: (732) 804-9948

F: (347) 497-5922

FILED: NEW YORK COUNTY CLERK 08/14/2018 04:45 PM

INDEX NO. 654049/2018

NYSCEF DOC. NO. 1

RECEIVED NYSCEF: 08/14/2018

Defendants' Addresses for Service

EZQUIRE ELEVATOR, LLC

2935 Rosebud Road, Suite 1204
Loganville, GA 30052

JOEL SMITH

C/O EZQUIRE ELEVATOR, LLC

2935 Rosebud Road, Suite 1204
Loganville, GA 30052

ANTHONY GRAVES

C/O EZQUIRE ELEVATOR, LLC

2935 Rosebud Road, Suite 1204
Loganville, GA 30052

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----X Index No.: -----

MAJOR ELEVATOR CORP.,

Plaintiff,

-against-

COMPLAINT

EZQUIRE ELEVATOR, LLC, JOEL SMITH
and ANTHONY GRAVES,

Defendants.

-----X

Plaintiff MAJOR ELEVATOR CORP., by its attorneys, LAW OFFICES OF
STEPHANIE E. EMANUEL, complaining of Defendants EZQUIRE ELEVATOR, LLC,
JOEL SMITH and ANTHONY GRAVES, alleges as follows:

THE PARTIES

1. That at all times hereinafter mentioned, Plaintiff MAJOR ELEVATOR CORP.
("MAJOR ELEVATOR"), was and still is a duly organized domestic corporation with
principal offices located at 79 Chambers Street, New York, New York 10007.

2. That at all times hereinafter mentioned, Defendant EZQUIRE ELEVATOR,
LLC ("EZQUIRE ELEVATOR") was and still is a foreign limited liability company
organized and existing under the laws of the State of Georgia having a place of
business at 2935 Rosebud Road, Suite 1204 Loganville, GA 30052.

3. Upon information and belief, Defendant EZQUIRE ELEVATOR is not duly
authorized to conduct and/or transact business in the State of New York.

4. That at all times herein mentioned, Defendant JOEL SMITH ("SMITH") was
and still is a natural person and, upon information and belief, is an officer and a member
of Defendant EZQUIRE ELEVATOR, with a place of business at 2935 Rosebud Road,

Suite 1204 Loganville, GA 30052.

5. That at all times herein mentioned, Defendant ANTHONY GRAVES ("GRAVES") was and still is a natural person and, upon information and belief, is an officer and a member of Defendant EZQUIRE ELEVATOR, with a place of business at 2935 Rosebud Road, Suite 1204 Loganville, GA 30052.

JURISDICTION AND VENUE

6. Jurisdiction of this Court with respect to the claims asserted herein is based upon the Forum Clause in the subject Contracts between Plaintiff MAJOR ELEVATOR and Defendant EZQUIRE ELEVATOR which provide that Defendant EZQUIRE ELEVATOR "...does hereby agree that the exclusive venue for any disputes between the parties shall be in the Borough of Manhattan..."

FACTS COMMON TO ALL DEFENDANTS

7. On or about March of 2016, Plaintiff MAJOR ELEVATOR, entered into two contracts with Defendant EZQUIRE ELEVATOR for Defendant EZQUIRE ELEVATOR to provide work and labor to install elevators in two buildings respectively located at 552 West 29th Street, NY, NY and 1711 1st Avenue, NY, NY, for a total contract price of \$310,000.00.

8. Pursuant to the provisions of the respective Contracts, Plaintiff MAJOR ELEVATOR was to: (I) provide the materials to be used by Defendant EZQUIRE ELEVATOR on the subject projects; and (II) pay out the sums due under the respective contracts to Defendant EZQUIRE ELEVATOR on a weekly basis.

9. To induce Plaintiff MAJOR ELEVATOR to enter into the Contracts with Defendant EZQUIRE ELEVATOR and to make the payments required thereunder,

Defendants SMITH and GRAVES represented to Plaintiff that Defendant EZQUIRE ELEVATOR: (i) was authorized to transact business in the State of New York; (ii) had adequate workers' compensation insurance coverage and provided an insurance certificate showing a policy with a coverage period from 11/1/2015 to 11/1/2016; and (iii) had performed the work and labor required under the Contracts and provided work progress statements reflecting such work and labor.

10. Such material representations were false and Defendants SMITH and GRAVES knew these representations to be false and made them in order to induce Plaintiff MAJOR ELEVATOR to enter into the Contracts with Defendant EZQUIRE ELEVATOR and to make the payments required thereunder to Defendant EZQUIRE ELEVATOR.

11. In reality, Defendant EZQUIRE ELEVATOR was not authorized to transact business in New York State; had no workers' compensation insurance coverage from March to October 2016, inclusive, and the insurance certificate provided was a forgery; and had not performed any work under the Contracts, providing false and inaccurate work progress statement.

12. Defendants SMITH and GRAVES made these false representations, intentionally concealed material facts, and provided false certificates/reports and in reliance upon the above false representations and intentional concealment, Plaintiff entered into the Contracts with Defendant EZQUIRE ELEVATOR and made payments under the Contracts to Defendant EZQUIRE ELEVATOR in the amount of \$316,237.63.

13. Despite receiving payment in full from Plaintiff under the Contracts, Defendant EZQUIRE ELEVATOR did not install operational elevators at either property,

552 West 29th Street, NY, NY and 1711 1st Avenue, NY, NY, and, in fact, had long abandoned the projects leaving most essential parts uninstalled.

**AS AND FOR A FIRST CAUSE OF ACTION
AGAINST EZQUIRE ELEVATOR**
(Breach of Contract)

14. Plaintiff repeats and re-alleges herein each and every allegation above.

15. On or about March of 2016, Plaintiff MAJOR ELEVATOR, entered into two contracts with Defendant EZQUIRE ELEVATOR for Defendant EZQUIRE ELEVATOR to provide work and labor to install elevators in two buildings respectively located at 552 West 29th Street, NY, NY and 1711 1st Avenue, NY, NY, for a total contract price of \$310,000.00.

16. Plaintiff MAJOR ELEVATOR has fully performed and completely satisfied all of its contractual obligations under the Contracts by providing the materials to be used by Defendant EZQUIRE ELEVATOR on the subject projects; and by making respective weekly payments to Defendant EZQUIRE ELEVATOR in conformity with submitted work progress reports, in the aggregated amount of \$316,237.63.

17. Defendant EZQUIRE ELEVATOR breached the Contracts by failing and refusing to install operational elevators at 552 West 29th Street, NY, NY and 1711 1st Avenue, NY, NY, and by abandoning the projects and leaving most essential parts uninstalled, despite receiving payment in full under the Contracts in the amounts of \$316,237.63.

18. Accordingly, Plaintiff MAJOR ELEVATOR, is entitled to judgment against Defendant EZQUIRE ELEVATOR in the amount of \$360,000.00 plus disbursements and costs for compensatory and consequential damages for the breach of contract.

**AS AND FOR A SECOND CAUSE OF ACTION
AGAINST ALL DEFENDANTS**

(Fraud)

19. Plaintiff repeats and re-alleges herein each and every allegation above.

20. Defendants SMITH and GRAVES, on their own behalf and on behalf of Defendant EXQUIRE ELEVATOR, intentionally and falsely represented to Plaintiff MAJOR ELEVATOR in order to induce Plaintiff to enter into the Contracts with Defendant EZQUIRE ELEVATOR and to make the payments required thereunder, that Defendant EZQUIRE ELEVATOR: (i) was authorized to transact business in the State of New York; (ii) had adequate workers' compensation insurance coverage and provided an insurance certificate showing a policy with a coverage period from 11/1/2015 to 11/1/2016; and (iii) had performed the work and labor required under the Contracts and provided work progress statements reflecting such work and labor.

21. Defendants SMITH and GRAVES knew but concealed from Plaintiff that Defendant EZQUIRE ELEVATOR was not authorized to transact business in New York State; had no workers' compensation insurance coverage from March to October 2016, inclusive, and the insurance certificate provided was a forgery; and had not performed any work under the Contracts, providing false and inaccurate work progress statement.

22. Defendants SMITH and GRAVES made these false representations, doctored material papers and concealed these material facts, in order to induce Plaintiff MAJOR ELEVATOR to enter into the Contracts with Defendant EZQUIRE ELEVATOR and to make the payments required thereunder to Defendant EZQUIRE ELEVATOR.

23. Plaintiff MAJOR ELEVATOR did enter into the Contracts with Defendant EZQUIRE ELEVATOR and to make the payments required thereunder to Defendant

EZQUIRE ELEVATOR in reliance on these false and fraudulent representations, resulting in an amount to be determined by the Court.

**AS AND FOR A THIRD CAUSE OF ACTION
AGAINST ALL DEFENDANTS
(Negligent Misrepresentation)**

19. Plaintiff repeats and re-alleges herein each and every allegation above.

20. Defendants SMITH and GRAVES, on their own behalf and on behalf of Defendant EZQUIRE ELEVATOR, negligently and falsely represented to Plaintiff MAJOR ELEVATOR in order to induce Plaintiff to enter into the Contracts with Defendant EZQUIRE ELEVATOR and to make the payments required thereunder, that Defendant EZQUIRE ELEVATOR: (i) was authorized to transact business in the State of New York; (ii) had adequate workers' compensation insurance coverage and provided an insurance certificate showing a policy with a coverage period from 11/1/2015 to 11/1/2016; and (iii) had performed the work and labor required under the Contracts and provided work progress statements reflecting such work and labor.

21. Defendants SMITH and GRAVES negligently failed to disclose to Plaintiff that Defendant EZQUIRE ELEVATOR was not authorized to transact business in New York State; had no workers' compensation insurance coverage from March to October 2016, inclusive, and the insurance certificate provided was a forgery; and had not performed any work under the Contracts, providing false and inaccurate work progress statement.

22. Defendants SMITH and GRAVES made these negligent misrepresentations and concealed these material facts, in order to induce Plaintiff MAJOR ELEVATOR to enter into the Contracts with Defendant EZQUIRE ELEVATOR and to make the payments required thereunder to Defendant EZQUIRE ELEVATOR.

23. Plaintiff MAJOR ELEVATOR did enter into the Contracts with Defendant EZQUIRE ELEVATOR and to make the payments required thereunder to Defendant EZQUIRE ELEVATOR in reliance on these negligent misrepresentations, resulting in damages in an amount to be determine by the Court.

WHEREFORE Plaintiff MAJOR ELEVATOR CORP. demand judgment as follows:

(I) On the First Cause of Action, Second Cause of Action and Third Cause of Action, judgment in favor of Plaintiff MAJOR ELEVATOR CORP. and against Defendant EZQUIRE ELEVATOR, LLC, In the amount of \$360,000.00 in compensatory and consequential damages for the breach of contract;

(II) On the Second Cause of Action, judgment in favor of Plaintiff MAJOR ELEVATOR CORP. and against Defendants EZQUIRE ELEVATOR, LLC, JOEL SMITH and ANTHONY GRAVES, an amount to be determined at trial but not less than \$360,000.00 together with punitive damages in an amount to be determined by the Court, with interest, attorneys' fees and costs of suit, and such other and further relief that the Court deems appropriate and equitable;

(II) On the Third Cause of Action, judgment in favor of Plaintiff MAJOR ELEVATOR CORP. and against Defendants EZQUIRE ELEVATOR, LLC, JOEL SMITH and ANTHONY GRAVES, an amount to be determined at trial but not less than \$360,000.00, together with punitive damages in an amount to be determined by the Court, with interest, attorneys' fees and costs of suit, and such other and further relief that the Court deems appropriate and equitable.

Dated: Brooklyn, New York
August 14, 2018

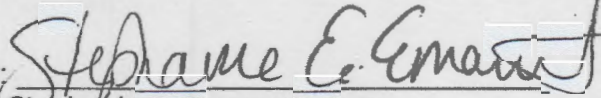
FILED: NEW YORK COUNTY CLERK 08/14/2018 04:45 PM

INDEX NO. 654049/2018

NYSCEF DOC. NO. 1

RECEIVED NYSCEF: 08/14/2018

LAW OFFICES OF STEPHANIE E. EMANUEL

By: 

Stephanie E. Emanuel, Esq.
Attorney for Plaintiff
MAJOR ELEVATOR CORP.
427 Senator Street, #3
Brooklyn, New York 11220
T: (732) 804-9948
F: (347) 497-5922

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

_____X Index No.: _____
MAJOR ELEVATOR CORP.,

Plaintiff,

-against-

EZQUIRE ELEVATOR, LLC, JOEL SMITH
and ANTHONY GRAVES,

Defendants.

_____X

SUMMONS AND COMPLAINT

THE LAW OFFICE OF STEPHANIE E. EMANUEL

Attorneys for Plaintiff
427 Senator Street, # 3
Brooklyn, New York 11220
T: (732) 804-9948
F: (347) 497-5922

EXHIBIT E

SUPREME COURT OF THE STATE OF NEW YORK

Attorney: JOSEPH B MAIRA - 356

COUNTY OF NEW YORK

MAJOR ELEVATOR CORPORATION

EZQUIRE ELEVATOR, LLC ETAL

- against -

Plaintiff(s)

Index # 654049/2018

Purchased August 14, 2018

Date Filed:

STATE OF GEORGIA

COUNTY OF GWINNETT

Defendant(s)

AFFIDAVIT OF SERVICE

RONNIE STEWART

ss:

BEING DULY SWORN DEPOSES AND SAYS DEPONENT IS NOT A PARTY TO THIS ACTION, OVER THE AGE OF EIGHTEEN YEARS AND RESIDES AT REDAN, GA ON 9/6/18 AT 8:10 AM/PM
 AT C/O EZQUIRE ELEVATOR LLC 2935 ROSEBUD RD., STE 1204 LOGANVILLE GA 30052
 DEPONENT SERVED THE WITHIN SUMMONS & COMPLAINT & NOTICE OF ELECTRONIC FILING
 ON: JOEL SMITH, THE DEFENDANT/RESPONDENT THEREIN NAMED.

#1 INDIVIDUAL

By delivering a true copy of each to said defendant/respondent personally; deponent knew the person so served to be the person described as the defendant/respondent therein.

#2 CORPORATION

A corporation, delivering thereat a true copy of each to personally. deponent knew said corporation so serviced to be the corporation, described in same as said defendant/respondent and knew said individual to be thereof.

#3 SUITABLE AGE PERSON

By delivering a true copy of each to a person of suitable age and discretion. Said premises is the defendant's/respondent's [] actual place of business [] dwelling house / usual place of abode within the state.

#4 AFFIXING TO DOOR

By affixing a true copy of each to the door of said premises, which is the defendant's/respondent's [] actual place of business [] dwelling house / usual place of abode within the state.

#5 MAILING COPY

On 9/7/18, deponent completed service under the last two sections by depositing a copy of the SUMMONS & COMPLAINT & NOTICE OF ELECTRONIC FILING to the above address in a First Class postpaid properly addressed envelope marked "Personal and Confidential" in an official depository under the exclusive care and custody of the United States Post Office in the State of GEORGIA

Deponent was unable, with due diligence to find the defendant/respondent or a person of suitable age and discretion having called thereat

on the 29th day of AUGUST 2018 at 7:15 AM
 on the 1ST day of SEPTEMBER " at 11:30 AM
 on the 4TH day of SEPTEMBER " at 3:50 PM
 on the day of at

#6 NON-SERVICE

After due search, careful inquiry and diligent attempts, I have been unable to effect process upon the defendant/respondent being served because of the following: [] party unknown at address [] Evading [] Moved left no forwarding [] Address does not exist [] No one ever in or available to accept service

#7 DESCRIPTION

A description of the defendant/respondent, or other person served, or spoken to on behalf of the defendant/respondent is as follows:

Description is required if #1, #2 or #3 above is Selected

Sex	Skin Color	Hair Color	Age (Approx.)	Height (Approx.)	Weight (Approx.)

Other:

#8 WIT. FEES

\$ the authorizing traveling expenses and one day's witness fee was paid (tendered) to the witness/recipient.

#9 MILITARY SERVICE

Deponent asked person spoken to whether the defendant/respondent was in the military service of the United States Government or on active duty in the military service in the State of and was informed the defendant/respondent was not.

The Summons Served had endorsed thereon the Index number and date of filing.

Sworn to before me on this

Notary Public

Server signature:

Docket #:

1086552

Attorney: JOSEPH B MAIRA - 356

Index # 654049/2018
Purchased August 14, 2018
Date Filed:

EZQUIRE ELEVATOR, LLC ETAL

- against -

Plaintiff(s)

STATE OF GEORGIA

: COUNTY OF GWINNETT

Defendant(s)

AFFIDAVIT OF SERVICE

RONNIE STEWART

SS:

ACTION, OVER THE AGE OF EIGHTEEN YEARS AND RESIDES AT REDAN, GA ON 9/6/18 AT 8:10 PM
 AT C/O ELEVATOR LLC 2935 ROSEBUD RD., STE 1204 LOGANVILLE, GA 30052
 DEPENDENT SERVED THE WITHIN SUMMONS & COMPLAINT & NOTICE OF ELECTRONIC FILING
 ON: ANTHONY GRAVES, THE DEFENDANT/RESPONDENT THEREIN NAMED.
 #1 INDIVIDUAL

#1 INDIVIDUAL

By delivering a true copy of each to said defendant/respondent personally; deponent knew the person so served to be the person described as the defendant/respondent therein.

#2 CORPORATION

deponent knew said corporation so serviced to be the corporation, described in same as said defendant/respondent and knew said individual to be _____ personally

By delivering a true copy of each to _____ thereof.

**#3 SUITABLE
AGE PERSON**

By delivering a true copy of each to _____ a person of suitable age and discretion. Said premises is the defendant's/respondent's ☐ actual place of business ☐ dwelling house / usual place of abode within the state.

#4 AFFIXING TO DOOR

By affixing a true copy of each to the door of said premises, which is the defendant's/respondent's ☐ actual place of business ☐ dwelling house /usual place of abode within the state.

#5 MAILING
COPY

On 9/7/18, deponent completed service under the last two sections by depositing a copy of the SUMMONS & COMPLAINT & NOTICE OF ELECTRONIC FILING to the above address in a First Class postpaid properly addressed envelope marked "Personal and Confidential" in an official depository under the exclusive care and custody of the United States Post Office in the State of GEORGIA.

Deponent was unable, with due diligence to find the defendant/respondent or a person of suitable age and discretion, having called thereat

on the 29th day of AUGUST 2018 at 7:15 AM
 on the 1st day of SEPTEMBER " at 11:30 AM
 on the 4th day of SEPTEMBER " at 3:50 PM
 on the _____ day of _____ at _____
 After due search, careful inspection _____ at _____

#6 NON-SERVICE

After due search, careful inquiry and diligent attempts, I have been unable to effect process upon the defendant/respondent being served because of the following: ☐ party unknown at address ☐ Evading ☐ Moved left no forwarding ☐ Address does not exist ☐ No one ever in or available to accept service

A description of the defendant/respondent, or other person served, or spoken to on behalf of the defendant/respondent is as follows:

#7 DESCRIPTION

Description is required
if #1,#2 or #3 above is
Selected

<u>Sex</u>	<u>Skin Color</u>	<u>Hair Color</u>	<u>Age (Approx.)</u>	<u>Height (Approx.)</u>	<u>Weight (Approx.)</u>
<u>Other:</u>					

Other:

8 WIT. FEES

\$ _____ the authorizing traveling expenses and one day's witness fee was paid (rendered) to the witness/recipient.

9 MILITARY
SERVICE

Deponent asked person spoken to whether the defendant/respondent was in the military service of the United States Government or on active duty in the military service in the State of _____ and was informed the defendant/respondent was in _____

The Summons Served had endorsed thereon the Index number and date of filing.

sworn to before ~~me~~ on this

Notary Public

Server signature

Docket #:

1086551

SUPREME COURT OF THE STATE OF NEW YORK

Attorney: JOSEPH B MAIRA - 356

COUNTY OF NEW YORK

MAJOR ELEVATOR CORPORATION

- against -

Plaintiff(s)

EZQUIRE ELEVATOR, LLC ETAL

Defendant(s)

Index # 654049/2018

Purchased August 14, 2018

Date Filed:

STATE OF GEORGIA

COUNTY OF GWINNETT

AFFIDAVIT OF ATTEMPTED SERVICE

ss:

RONNIE STEWART

BEING DULY SWORN DEPOSES AND SAYS DEPONENT IS NOT A PARTY TO THIS

ACTION, OVER THE AGE OF EIGHTEEN YEARS AND RESIDES AT REDAN, GA ON 9/6/18 AT 8:10 AM AT

c/o EZQUIRE ELEVATOR LLC 2935 ROSEBUD RD., STE 1204 LOGANVILLE GA 30052

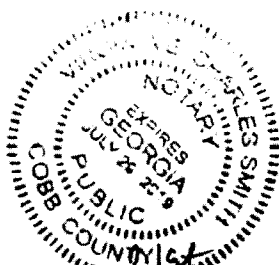
DEPONENT ATTEMPTED TO SERVE THE WITHIN SUMMONS & COMPLAINT & NOTICE OF ELECTRONIC FILING
ON: EZQUIRE ELEVATOR, LLC, the DEFENDANT/RESPONDENT THEREIN NAMED.

I have been unable to make delivery of said process on the within named defendant/respondent. I further state that I attempted to serve the
within process on the following dates and times indicated:

on the	29th	day of	AUGUST	at	7:15 AM
on the	1st	day of	SEPTEMBER	at	11:30 AM
on the	4th	day of	SEPTEMBER	at	3:50 PM
on the		day of		at	

After due search, careful inquiry and diligent attempts, I have been unable to effect process upon the defendant/respondent being served
because of the following:

- ☐ Unknown at address
- ☐ Evading
- ☐ Moved left no forwarding
- ☐ Address does not exist
- ☒ No one ever in or available to accept service
- ☐ Other:



sworn to before me on this 31st day of December, 2018

Notary Public

Server signature

Docket #: *1086553*

EXHIBIT E



Nelson De La Cruz <nelson@ndlclawpllc.com>

New Counsel for Ezquire Elevator

7 messages

Nelson De La Cruz <nelson@ndlclawpllc.com>
To: austin@austinbrownlaw.com

Thu, Jun 14, 2018 at 3:54 PM

Dear Sir:

Please note that going forward, I will be representing the Defendants in the matter of Major Elevator Corp. v. Ezquire Elevator LLC.

Please call me to discuss this matter. I demand that you voluntarily dismiss your Supreme Court action. To the extent that you choose to litigate this case at all, it should be litigated in the Southern District of New York.

Nelson De La Cruz

Austin Brown <austin@austinbrownlaw.com>
To: Nelson De La Cruz <nelson@ndlclawpllc.com>
Cc: joseph maira <mairalaw@gmail.com>

Thu, Jun 14, 2018 at 4:24 PM

Hello Mr. De La Cruz,

I'm happy to discontinue the state court case. I have a stipulation with prior counsel to do so, I just haven't had time to file it—it's been a crazy week. There seems to have been some miscommunication with prior counsel—I thought we were returning the case to state court because we bilaterally couldn't meet federal court's discovery deadline, your prior counsel disagreed, and had thought that we would be filing a new case entirely.

I would like to push anew with you to ask your clients to sign an arbitration agreement instead of bringing this back to Federal Court. I believe that it will be a more efficient process in terms of time and money for everyone.

Otherwise, given the short discovery time frames provided by the Federal Court, and the distance your clients would have to travel, I think we should start talking about setting up depositions before we move to reopen the federal case.

Also, do you have a consent to change attorney for the Federal Case?

Thanks,

Austin

T. Austin Brown

52 4th Avenue

Brooklyn, NY 11217

austin@austinbrownlaw.com

1-718-258-2255

This e-mail may contain privileged or confidential information. If you are not the intended recipient, please notify the sender and delete all copies of this email.

From: Nelson De La Cruz <nelson@ndlclawpllc.com>
Date: Thursday, June 14, 2018 at 3:54 PM
To: Austin Brown <austin@austinbrownlaw.com>
Subject: New Counsel for Ezquire Elevator

[Quoted text hidden]

Nelson De La Cruz <nelson@ndlclawpllc.com>
To: Austin Brown <austin@austinbrownlaw.com>
Cc: joseph maira <mairalaw@gmail.com>

Thu, Jun 14, 2018 at 8:04 PM

Thank you for your email response.

My clients will not agree to resolve this matter via arbitration nor would I advise my clients to agree to set up depositions before you move to reopen the federal case. Frankly based on the limited narrative I have received to date regarding this matter, your client's claims are frivolous and to the extent that my clients have to litigate them at all, they look forward to having the matter heard by a federal court.

Since there is no active pending federal case, I do not have a consent to change attorney. If/when one is needed, one will be executed, shared with you and filed with the court.

With respect to the pending state case, I was surprised that a request for a conference was the first filing given that there is no prior state action and I do not believe that you can simply reopen a matter started and discontinued in the federal courts, in the New York Supreme Court without filing and serving a new summons and complaint. Kindly discontinue the state action before I have to move to dismiss it.

Lastly, who is Mr. Maira and what is his role in the case?

Nelson De La Cruz
[Quoted text hidden]

Austin Brown <austin@austinbrownlaw.com>
To: Nelson De La Cruz <nelson@ndlclawpllc.com>

Fri, Jun 15, 2018 at 11:35 AM

The discontinuance is filed. Joe Maira will be dealing with the case from here on out.

T. Austin Brown

52 4th Avenue

Brooklyn, NY 11217

austin@austinbrownlaw.com

1-718-258-2255

This e-mail may contain privileged or confidential information. If you are not the intended recipient, please notify the sender and delete all copies of this email.

From: Nelson De La Cruz <nelson@ndlclawpllc.com>
Date: Thursday, June 14, 2018 at 8:05 PM
To: Austin Brown <austin@austinbrownlaw.com>
Cc: joseph maira <mairalaw@gmail.com>
Subject: Re: New Counsel for Ezquire Elevator

[Quoted text hidden]

joseph maira <mairalaw@gmail.com>
To: Nelson De La Cruz <nelson@ndlclawpllc.com>

Fri, Jun 15, 2018 at 8:23 PM

Austin
Please lmk BEFORE you agree to discontinue in Supreme Court or agree to arbitrate so I can get written confirmation from client
Thanks And Enjoy the weekend
Joe

Joseph B. Maira, Esq.
1229 Avenue Y
Suite 5C
Brooklyn, New York 11235-4225
Phone [718-938-3728](tel:718-938-3728)

NEW JERSEY OFFICE

Joseph B. Maira, Esq.
19 Elkton Court
Toms River, New Jersey 08757-6010
Phone [718-938-3728](tel:718-938-3728)

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[Quoted text hidden]

Joseph Maira <MOGUL12218@aol.com>
To: Nelson De La Cruz <nelson@ndlclawpllc.com>
Cc: Stephanie Emanuel <seelaw29@gmail.com>

Mon, Sep 10, 2018 at 6:20 PM

Nelson

1. Process server said your clients were properly served
 2. 20 day clock
 3. Settlement?
- Thanks, Joe

Joseph B. Maira, Esq.
1229 Avenue Y
Suite 5C
Brooklyn, New York 11235-4225
Phone [718-938-3728](tel:718-938-3728)

NEW JERSEY OFFICE

Joseph B. Maira, Esq.
19 Elkton Court
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CREDIT CARD LINK <https://secure.lawpay.com/pages/joseph-b-maira-attorney-at-law/operatingnj>

[Quoted text hidden]

Nelson De La Cruz <nelson@ndlcawpllc.com>
To: Joseph Maira <MOGUL12218@aol.com>
Cc: Stephanie Emanuel <seelaw29@gmail.com>

Mon, Sep 10, 2018 at 7:15 PM

My clients have not been personally served with the subject lawsuit, therefore our time to answer hasn't even commenced to run.

There is zero chance of settlement. We will move to federal court and countersue once properly served.

Nelson De La Cruz
646 973 0812

[Quoted text hidden]



Nelson De La Cruz <nelson@ndlcawpllc.com>

Fwd: Major v ezquire

5 messages

Joseph Maira <mairalaw@gmail.com>

Wed, Jan 2, 2019 at 7:42 PM

To: Stephanie Emanuel <seelaw29@gmail.com>, nelson@ndlcawpllc.com

NOTICE

Nelson

1. Consider this email a good faith 10 day notice to cure DEFAULT for Attached case 654049/18
 2. Appreciate your immediate attention and prompt email response for this request
- thank you
joe

Joseph B. Maira, Esq.
1229 Avenue Y
Suite 5C
Brooklyn, New York 11235-4225
Phone 718-938-3728

NEW JERSEY OFFICE

Joseph B. Maira, Esq.
19 Elkton Court
Toms River, New Jersey 08757-6010
Phone 718-938-3728

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Begin forwarded message:

From: GOTHAM <gothamprocess@hotmail.com>
Date: January 2, 2019 at 9:26:42 AM EST
To: joseph maira <mairalaw@gmail.com>
Subject: Re: Major v ezquire

Good Morning and Happy New Year,

As per your request, attached are affidavits of service in this case. Any questions, please do not hesitate to contact us.

Thank you,
Robin Forman

Sent from Outlook

From: joseph maira <mairalaw@gmail.com>
Sent: Saturday, December 15, 2018 9:04 AM
To: Process service Linda Forman
Subject: Major v ezquire

2X
Linda
Update please
Thanks, Joe

—
Joseph B. Maira, Esq.
1229 Avenue Y
Suite 5C
Brooklyn, New York 11235-4225
Phone 718-938-3728

NEW JERSEY OFFICE

Joseph B. Maira, Esq.
19 Eikton Court
Toms River, New Jersey 08757-6010
Phone 718-938-3728

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img407.pdf
274K

Nelson De La Cruz <nelson@ndlclawpllc.com>
To: joseph maira <mairalaw@gmail.com>
Cc: Stephanie Emanuel <seelaw29@gmail.com>

Wed, Jan 2, 2019 at 8:08 PM

I was meaning to get a hold of you to make sure you really wanted to do this dance again.

As far as i am aware you havent properly served my clients and this action otherwise belongs back in federal court.

You will see a filing from me in the 10 days and there will be no settling this case once we respond.

My clients are going to call your bluff. I have agreed to a provision limiting their legal bills to a flat fee with the caveat that i can seek all legal fees from you and keep anything in excess of their flat fee.

Note that given that our prior counsel warned your prior counsel about tryng to revive this case in state court, an application for sanctions will be made unless you voluntarily dismiss in state court and refile in federal.

Happy New Year

Nelson De La Cruz
[Quoted text hidden]

joseph maira <mairalaw@gmail.com>
To: Nelson De La Cruz <nelson@ndlclawpllc.com>
Cc: Stephanie Emanuel <seelaw29@gmail.com>

Mon, Jan 21, 2019 at 12:56 PM

2nd good faith effort to resolve default

Nelson

1. Please confirm a settlement meeting with all parties at noon on Wednesday 2/6/19 at [3861 Nostrand Ave, Brooklyn, NY 11235](#)

2. Appreciate your immediate attention and prompt email response for this request

thank you

joe

Joseph B. Maira, Esq.
1229 Avenue Y
Suite 5C
Brooklyn, New York 11235-4225
Phone [718-938-3728](#)

NEW JERSEY OFFICE

Joseph B. Maira, Esq.
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[Quoted text hidden]

To: joseph maira <mairalaw@gmail.com>

Cc: Stephanie Emanuel <seelaw29@gmail.com>

I will advise my clients that you or your client want to meet but I will oppose the same and I urge you to either dismiss the case outright with prejudice or refile in Federal Court where it was previously intended to be litigated.

You haven't achieved proper service and any motions for default will be opposed and countered with motions for sanctions against Plaintiff and counsel. You and your client need to stop playing this game and litigate the case in the proper forum or dismiss it.

Nelson De La Cruz

646-973-0812

[Quoted text hidden]

--

THE NDLC LAW FIRM, PLLC
2825 Third Ave., Room 301
Bronx, New York 10455

Tel. No: 877.200.9077

Fax No. 347-462-3108

Email: nelson@ndlclawpllc.com

Website: www.ndlclawpllc.com

EXHIBIT G

AO 458 (Rev. 06/09) Appearance of Counsel

UNITED STATES DISTRICT COURT

for the

Southern District of New York

MAJOR ELEVATOR CORP.,)

Plaintiff)

v.)

EZQUIRE ELEVATOR, LLC, JOEL SMITH and ANTHONY GRAVES))

Defendants)

Case No. 1: 17-cv-03427

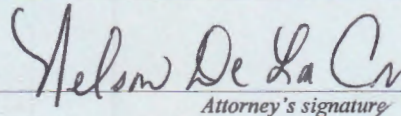
APPEARANCE OF COUNSEL

To: The clerk of court and all parties of record

I am admitted or otherwise authorized to practice in this court, and I appear in this case as counsel for:

EZQUIRE ELEVATOR, LLC, JOEL SMITH and ANTHONY GRAVES

Date: January 30, 2019



Attorney's signature

Nelson De La Cruz, SDNY Bar No, ND6727

Printed name and bar number

2825 THIRD AVE., SUITE #301
BRONX, NEW YORK 10455

Address

nelson@ndclawpllc.com

E-mail address

646-973-0812

Telephone number

347462-3108

FAX number